

**BY ORDER OF THE  
SECRETARY OF THE AIR FORCE**

**AIR FORCE INSTRUCTION 41-108**

**22 SEPTEMBER 2014**



**Health Services**

**TRAINING AFFILIATION AGREEMENT  
PROGRAM**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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This AFI describes the procedures for establishing Medical Service training affiliation agreements (TAA).

This instruction implements Air Force Policy Directive (AFPD) 44-1, Medical Operations. It describes the procedures for establishing Medical Service training affiliation agreements (TAA). It does not apply to Air Force Institute of Technology (AFIT). It does apply to the Air National Guard (ANG) and Air Force Reserve (AFR) training programs. This instruction interfaces with Title 28, U.S.C., Section 2679, and AFI 51-302, Medical Law. The authorities to waive wing/unit level requirements in this publication are identified with a Tier ("T-0, T-1, T-2, T-3") number following the compliance statement. See AFI 33-360, Publications and Forms Management, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the Publication OPR for non-tiered compliance items. Send comments and suggested improvements on AF Form 847, Recommendation for Change of Publication, through channels to HQ USAF/SGE, Attn: SG1N, 1780 Air Force Pentagon, Washington, DC 20330-1780. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 33-363, Management of Records, and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located at: <https://www.my.af.mil/afrims/afrims/afrims/rims.cfms>. This publication may not be supplemented.

## ***SUMMARY OF CHANGES***

The revisions to this AFI are mostly administrative in nature. Changes were made to nomenclature in order to more accurately include the AFRC and ANG. The Commission on Dental Accreditation (CODA) was added as an organization whose regulations are to be considered when drafting a TAA where applicable. Identifies Tiered waiver authorities for unit level compliance items. No other substantive changes were made.

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## Chapter 1

### ROLES AND RESPONSIBILITIES

**1.1. Headquarters United States Air Force Surgeon General (HQ USAF/SG).** HQ USAF/SG provides policy and oversight of the Medical Service Training Affiliation Agreement Program.

**1.2. HQ USAF/SG1.** HQ USAF/SG1 Directorate grants TAA approval authority to HQ USAF/SG1N. TAAs requesting waiver of any substantial deviation from the templates found in this instruction are forwarded to HQ USAF/SG1 for final decision.

**1.3. Air Force Legal Operations Agency, Claims and Tort Litigation Division (AFLOA/JACC).** AFLOA/JACC is the legal advisor for changes to TAA policy and procedures.

**1.4. Medical Law Consultants (MLC).** MLCs provide legal advice to MTFs and base legal offices within their region on TAAs. (T-1)

**1.5. Headquarters Air Force Reserve Command Judge Advocate (HQ AFRC/JA).** HQ AFRC/JA provides legal advice to AFR units on TAAs.

**1.6. Wing, State, or National Guard Bureau (NGB) legal offices.** NGB legal offices provide legal advice to ANG units on TAAs.

**1.7. Medical Treatment Facilities (MTF), other active Air Force medical components, Air Force Reserves and Air National Guard.** These components shall:

1.7.1. Identify an office of responsibility for management of their TAA. (T-1)

1.7.2. Prepare and submit TAAs for approval. (T-1)

## Chapter 2

### GENERAL CRITERIA FOR ESTABLISHING TAAS

#### 2.1. TAAs shall:

- 2.1.1. Be in the best interest of the Air Force. **(T-1)**
- 2.1.2. Be written as a TAA and not a MOU. TAAs are classified by the nature of the participating institutions. See Attachments 2-6 to select appropriate template. **(T-1)**
  - 2.1.2.1. TAAs between USAF MTFs, ARC units, and Federal institutions need not follow the templates within this AFI, and can be written as an MOU; however, a legal review is required. Approval may be granted at the local level by the MDG Commander/RMU Commander/GMU Commander (see Table 5.1). HQ USAF/SG1N should be notified that a training affiliation has been established. See Attachment 10 for notification template. HQ AFRC/SGN should also be notified of MOUs involving ARC units. **(T-1)**
- 2.1.3. Be with a program recognized by a national and/or state accrediting agency, or approved by HQ USAF/SG. **(T-1)**
- 2.1.4. Be subject to termination within 30 days written notice by either party, and state that HQ USAF/SG will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary, in the interests of Air Force mission requirements. **(T-3)**
- 2.1.5. Not require expenditure of Air Force funds other than incidental expenses related to an agreement. Incidental expenses include, but are not limited to a military trainee's pay, entitlements, and use of government owned property. **(T-1)**
- 2.1.6. Prohibit trainees and faculty from engaging in off-duty employment at the training institution. **(T-1)**
- 2.1.7. Not result in displacing employees or impairing existing contracts for services. **(T-2)**

#### 2.2. TAAs are required for the following types of training: **(T-1)**

- 2.2.1. USAF (including AFRC) trainees enrolled in a military training program who participate in a civilian externship for a specified period of time. (See Attachment 3).
- 2.2.2. USAF and ARC personnel obtaining proficiency training in their specialty when it is in the best interest of the MTF and Air Force. (See Attachment 4).
- 2.2.3. USAF faculty participating in furtherance of an approved Air Force residency program at a civilian institution. (See Attachment 6).
- 2.2.4. Civilian trainees, enrolled in an accredited program, who are training within an Air Force facility. (See Attachments 2 and 7).
- 2.2.5. USAF trainees pursuing off-duty voluntary education who participate in clinical training at an AF facility in their civilian status. (See Attachments 2 and 7).
- 2.2.6. Two-Way Exchange of USAF and civilian trainees between an MTF and a civilian institution (See Attachment 5).

**2.3. TAAs are not required for the following types of training:**

- 2.3.1. Training that does not involve patient care or (eg: Basic Life Support, Advanced Cardiac Life Support, and other lectures).
- 2.3.2. ARC units pursuing required annual training on active duty orders.
- 2.3.3. Shadowing of medical personnel in MTFs is not authorized under this AFI. Refer to AFI 44-119, Medical Quality Operations for guidance.
- 2.3.4. Voluntary services are not authorized under this AFI. Refer to Title 10, U.S.C., Section 1588, DOD Instruction 1100.21, Volunteer Services in the Department of Defense, and other applicable directives for guidance.

**2.4. Medical Treatment Facility Commander Authority:**

- 2.4.1. The USAF MTF commander shall retain the authority to refuse any trainee, or to modify assignments or schedules of any trainee as necessary for the orderly operation of the MTF as dictated by AF mission requirements. **(T-3)**

**2.5. Accreditation Council for Graduate Medical Education (ACGME) and Graduate Dental Education (GDE) considerations:**

- 2.5.1. If the training is part of an ACGME or Commission on Dental Accreditation (CODA) accredited program, the MTF and the affiliating institutions will abide by all requirements of the ACGME, CODA, and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment. **(T-0, Ref: ACGME, CODA)**

## Chapter 3

### LIABILITY REQUIREMENTS AND INDEMNIFICATION

**3.1. MTF or ARC Responsibility.** The MTF or ARC unit must establish responsibility between the parties to the TAA for the potential liability arising out of any negligent act of or omission by the trainee or faculty member. The affiliation agreement should provide the broadest possible protection for the Air Force, and include a provision not to seek indemnification from the Air Force, United States, or trainee. A TAA between a USAF MTF or ARC unit and civilian institution will include the following basic liability requirements: **(T-1)**

**3.2. Civilian Trainees at USAF MTF.** The civilian institution will establish and maintain professional liability or malpractice coverage through some form of insurance protection that covers faculty and trainees while at the Air Force facility. This protection may be provided by the institution, (contract or self-insurance), the civilian faculty and trainees themselves, state statutes, hospital by-laws, or other sources. The protection must apply to the civilian trainee and any liability producing act or omission by the trainee arising out of their participation at the Air Force facility, regardless of when the claim is actually filed. The liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. If there is a question as to the extent of the coverage, obtain clarification from the appropriate authority within the institution or state government. State the amount and the source of coverage in the TAA. Documentary proof of the coverage must be attached to the TAA request. The MLC will assess the adequacy of the coverage in light of tort liability exposure for the type of training involved. **(T-1)**

**3.3. USAF Trainees at Non-Federal Institutions.** The civilian institution will establish and maintain professional liability or malpractice coverage through some form of insurance protection which covers the Air Force trainees and faculty while at the civilian institution. This protection may be provided by the institution (contract or self-insurance), state statutes, hospital by-laws, or other sources. The protection must apply to the Air Force trainee and faculty for any liability producing act or omission arising at the civilian institution regardless of when the claim is actually filed. This liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. If there is any question as to the extent of the coverage, obtain clarification from the appropriate authority within the institution or state government. The amount and the source of coverage will be specifically stated in the TAA. Documentary proof of the coverage must be attached to the TAA request. The MLC or designated ARC legal office will assess the adequacy of the coverage in light of tort liability exposure for the type of training involved. **(T-1)**

3.3.1. The civilian facility receives a significant benefit in the form of the military trainee's medical support, while the Air Force pays their salaries. Since the USAF trainees are "borrowed servants" of the civilian institution, it is appropriate that the civilian institution provides the liability coverage for them and agrees not to seek indemnification from the United States.

**3.4. USAF Trainees and Federal Institutions.** USAF MTF or ARC unit may use Attachments 3 or 4 to establish affiliation hospital training programs with a federal institution, such as Department of Veterans Affairs facilities and DoD Medical Treatment Facilities (See paragraph 2.1.2.1). Liability and indemnification provisions are not necessary if the affiliation is with a federal institution.



## Chapter 4

### FEDERAL STATUS OF USAF TRAINEES AND FACULTY

**4.1. Federal Status.** Air Force Trainees and faculty participating in a TAA with a non-federal institution are protected from personal liability by Title 28, U.S.C., Section 2679 (Westfall Act) so long as their participation is in the scope of their federal employment. To ensure trainees and faculty are participating in the scope of their federal employment, they should participate in the training in either a permanent party, Temporary Duty (TDY), or Annual Tour (AT) status. Permissive TDY (PTDY) is not authorized for trainees under this AFI.

## Chapter 5

### PROCESSING, REVIEW, AND APPROVAL OF TAAS

**5.1. TAA Processing.** When processing TAAs, the office of responsibility for the TAA program must ensure:

5.1.1. There is a clear benefit to the MTF or ARC unit and the Air Force for the affiliation with the institution. **(T-1)**

5.1.2. The TAA conforms with the templates attached to this instruction. A detailed explanation must be provided in the request for approval for any substantial deviation from the templates. **(T-2)**

5.1.3. The MTF commander, ARC commander, GMU commander, or designee reviews the TAA and attaches a letter including their endorsement of the TAA and a facility point of contact (POC), telephone number and email address (See Attachment 9). **(T-1)**

5.1.4. The name, description of the institution(s), and complete address with whom the MTF or ARC unit is affiliating is included in the TAA. In the event the affiliating institution assigns USAF trainees and/or faculty to any other facility, the name and address of the other facility must be noted in the request for the legal review of the TAA. **(T-1)**

### **5.2. Reviews of Existing TAAs.**

5.2.1. The MTF or ARC unit reviews each TAA for appropriateness and currency no less than once every three years. They maintain documentation of the review, but do not need to notify HQ USAF/SG1N unless there is a change to the TAA. **(T-1)**

5.2.1.1. Renewed, but unchanged TAAs do not require additional legal review.

5.2.1.2. Existing TAAs may be amended or have an addendum to change training arrangements. This requires a legal review to ensure liability protection is sufficient, followed by SG1N approval. **(T-1)**

5.2.2. The MTF or ARC unit maintains current insurance certificates from the affiliating institution and attaches them to the TAA. **(T-1)**

5.2.3. Prior to pursuing training under a TAA that has been inactive for over one year, the TAA must be reviewed for appropriateness and currency. Any changes require a legal review to ensure liability protection is sufficient, followed by SG1N approval. **(T-1)**

5.2.4. The MTF or ARC unit should notify HQ USAF/SG1N when agreements are terminated. AFRC units should also notify HQ AFRC/SGN when agreements are terminated.

5.2.5. MTFs and ARC units will maintain a TAA database with the following information, at a minimum, for each TAA: **(T-1)**

5.2.5.1. Name of affiliating institution(s).

5.2.5.2. Purpose.

5.2.5.3. Date TAA was approved by HQ USAF/SG1N.

5.2.5.4. Dates of continuing reviews.

5.2.5.5. Date and reason terminated (if applicable).

### 5.3. Approval of TAAs.

#### 5.3.1. Legal Review:

5.3.1.1. Active Duty: The MTF must forward all TAAs, including MOUs with Federal Institutions and other MTFs or ARC units, for a legal review. An MTF with a co-located MLC forwards the TAA directly to the MLC for legal review. An MTF without a co-located MLC forwards the TAA to the base Legal Office for a legal review prior to forwarding to the regional MLC (as outlined in AFI 51-302 Medical Law Program). The MLC will assist the MTF in providing justification for a waiver request, if necessary. (T-1)

5.3.1.2. ARC Units: The ARC unit must forward all TAAs, including MOUs with Federal Institutions and other MTFs or ARC units, for a legal review. (T-1)

5.3.2. The legal review includes a review of the proposed TAA and an assessment of the adequacy of insurance and indemnification provisions relevant to the requested training. The appropriateness and sufficiency of any waiver request is also reviewed and a recommendation is provided as to whether the waiver request should be approved.

#### 5.3.3. Routing for approval:

5.3.3.1. Active Duty: The MTF sends the TAA package directly to HQ USAF/SG1N (T-1)

5.3.3.2. AFRC: The Reserve Medical Unit (RMU) sends the TAA package to AFRC/SGN Workflow. AFRC/SGN will forward the package to HQ USAF/SG1N. (T-1)

5.3.3.3. ANG: The ANG unit sends the package for initial review to ANG/SGAE; Office of the Air Surgeon, Air National Guard Readiness Center, 3500 Fetchet Avenue, Joint Base Andrews, MD 20762 or [angrc.ngb.sg.medicaleducationandtraining@ang.af.mil](mailto:angrc.ngb.sg.medicaleducationandtraining@ang.af.mil). ANG/SGAE will forward the package to HQ USAF/SG1N. (T-1)

5.3.4. TAA packages will include the following documents and are to be sent to HQ USAF/SGE, Attn: SG1N, 1780 Air Force Pentagon, Washington, DC 20330-1780 or [usaf.pentagon.af-sg.mbx.af-taa-workflow@mail.mil](mailto:usaf.pentagon.af-sg.mbx.af-taa-workflow@mail.mil) (in Global Address Locator see USAF Pentagon AF-SG Mailbox AF-TAA Workflow). (T-1)

5.3.4.1. Unsigned copy of the TAA.

5.3.4.2. Legal review.

5.3.4.3. Proof of insurance from affiliated institution.

5.3.4.4. MTF or ARC Commander's endorsement (Attachment 9).

#### 5.3.5. Approval level:

**Table 5.1. Level of Approval Required.**

<b>Type of Institution</b>	<b>Type of Agreement</b>	<b>Level of Approval</b>
USAF MTF or ARC unit with Civilian Institution	TAA	SG1N
USAF MTF or ARC unit with a Federal Facility	TAA or MOU	MDG/CC, RMU/CC, or GMU/CC. MTF or ARC unit should forward copy of signed agreement to SG1N (See Attachment 10). ARC unit should also send notification to AFRC/SGN.
USAF MTF or ARC unit with another USAF MTF or ARC unit	TAA or MOU	MDG/CC, RMU/CC, or GMU/CC. MTF or ARC unit should forward copy of signed agreement to SG1N (See Attachment 10). ARC unit should also send notification to AFRC/SGN.
USAF active duty member enrolled in a non-AF sponsored program training at USAF MTF in an off-duty status	TAA	SG1N
Note: All agreements MUST have a legal review		
Note: All agreements MUST be signed by MTF or ARC Commander		

**5.4. HQ USAF/SG1N reviews the TAA for approval.**

5.4.1. HQ USAF/SG1N will approve, disapprove, or request more information for the TAA. In all cases HQ USAF/SG1N will provide documentation of acceptance, rejection, or need for more information back to requestor.

5.4.2. The MTF or ARC unit obtains signatures on the approved TAA. Training can commence on or after the date the TAA is properly processed, reviewed, approved and then signed by all parties to the agreement. **(T-1)**

## Chapter 6

### REQUESTING WAIVERS

**6.1. Waivers.** The MTF or ARC unit must obtain a waiver for any substantial deviation from the language in the attached templates or when the insurance provided by an affiliating institution is deemed inadequate during the legal review. The MLC or servicing legal office requests a waiver on behalf of the MTF or ARC unit to AFLOA/JACC, 1500 West Perimeter Rd, Ste 1700, Joint Base Andrews, MD 20762. AFRC unit should forward copy of waiver request to HQ AFRC/SGX. The waiver request must: **(T-1)**

6.1.1. Identify the substantial deviation from the instruction or language in the templates. [Note: Additional language specific to the type and scope of the training would not constitute a substantial deviation that would warrant a request for a waiver.] **(T-1)**

6.1.2. Provide justification for the waiver in terms of benefits to the Air Force and/or ARC and the potential risks to the United States if approved. Explain the impact on the MTF or ARC training program or its accreditation status if the requested waiver is not approved. **(T-1)**

**6.2. Legal Review of Waiver Request.** AFLOA/JACC provides a legal review of the waiver request and forwards the request and recommendation to HQ USAF/SG1N. HQ USAF/SG1 is the TAA waiver authority. **(T-1)**

## Chapter 7

### ACCEPTING TRAINEES INTO OR SENDING TRAINEES TO A FACILITY

**7.1. Final Approval and Signatures.** MTFs and ARC units shall not send USAF trainees and/or faculty to any non-federal affiliating institutions nor accept civilian trainees into its facility without obtaining approval of the TAA from HQ USAF/SG1N and all required signatures by the parties to the agreement. **(T-1)**

THOMAS W. TRAVIS, Lieutenant General,  
USAF, MC, CFS  
Surgeon General

**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

Title 10, *United States Code Section 9301*, 2006

Title 10, *United States Code Section 2013*, 1996

Title 28, *United States Code Section 2679*, 2004

*Defense FAR Supplement (DFARS) Sections 237.7300-237.7304*, 3 November 2010

AFPD 41-1, *Health Care Programs and Resources*, 15 April 1994

AFI 51-302, *Medical Law*, 10 June 2003

***Adopted Forms***

AF Form 874, *Recommendation for Change of Publication*

***Abbreviations and Acronyms***

**AF**—Air Force

**AFB**—Air Force Base

**AFI**—Air Force Instruction

**AFIT**—Air Force Institute of Technology

**AFLOA/JACC**—Air Force Legal Operations Agency; Claims and Tort Litigation Division

**AFMSA**—Air Force Medical Support Agency

**AFPD**—Air Force Policy Directive

**AFR**—Air Force Reserves

**ANG**—Air National Guard

**DoD**—Department of Defense

**GMU**—Guard Medical Unit

**HQ USAF**—Headquarters United States Air Force

**MLC**—Medical Law Consultant

**MTF**—Medical Treatment Facility

**MOU**—Memorandum of Understanding

**POC**—Point of Contact

**PTDY**—Permissive Temporary Duty

**RC**—Reserve Component

**RMU**—Reserve Medical Unit

**SG**—Surgeon General

**TAA**—Training Affiliation Agreement

**TDY**—Temporary Duty

**U.S.C.**—United States Code

*Terms*

**Air Reserve Component (ARC)**—AFR and ANG units and members.

**Civilian Trainee**—A non-federal student who attends clinical or didactic training within a military institution.

**Faculty**—Civilian or military members who have the credentials and are authorized to act as instructors within a civilian and/or military institution.

**Legal Review**—Legal reviews for Active Duty MTFs are provided by the designated base legal office and regional MLC. Legal reviews for AFR are provided by HQ AFRC/JA. Legal reviews for ANG units are provided by their wing, state or NGB legal office.

**Proficiency training**—Clinical and/or didactic instruction designed to enhance the skill levels of a USAF trainee.

**TAA**—A no-cost, legal agreement for training between two or more institutions. If expenditure of AF funds is required, then Title 10, U.S.C., Section 9301 and Federal Acquisition Regulation, DoD Supplement, Sections 237.7300-237.7304 provide authority and procedure for processing training services.

**USAF Trainee**—An Air Force active duty or ARC member who attends clinical or didactic training in a military, federal or civilian institution. Civilian employees and contractors are not considered USAF trainees for purposes of this instruction.



**Attachment 2****SAMPLE TAA – CIVILIAN TRAINEES AT USAF MTF**

**TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MEDICAL TREATMENT FACILITY)  
AND  
(NAME OF AFFILIATING INSTITUTION)**

**I. Background:**

1. This agreement is entered into by and between (USAF Medical Treatment Facility) hereafter referred to as “USAF MTF” and (name and address of affiliating institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies). The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).
3. The specific nature of this program is to train (number of civilian trainees involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at the USAF MTF over a period of (state time frame of training).
4. It is in the best interest of the (name of affiliating institution) and its trainees to use the clinical facilities at the USAF MTF to receive their clinical experience. The USAF MTF and the U.S. Air Force will benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution). The USAF MTF will use the trainees’ clinical experience and performance while contributing to the educational preparation of future (medical specialists/category).

**II. Understanding:** The parties acknowledge and agree to the following:

1. While training at the USAF MTF, the (name of affiliating institution) trainees will be under the supervision of USAF MTF officials for training purposes and will be subject to, and be required to abide by, all USAF MTF rules and applicable regulations.
2. There will be no training expense to the Air Force for trainees of the (name of affiliating institution) who participate in this program other than expenses incidental to their supervision. The use of government-owned property by the trainees is primarily to further their training. Any work benefits that the USAF MTF and U.S. Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. The number and assignment of trainees will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to beginning of each training period. The USAF MTF reserves the right to refuse acceptance of any trainee in this training program and or to bar any trainee when it is determined that further participation would not be in the best interest of the USAF MTF.
5. If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA), and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.

6. The (name of affiliating institution) will not use USAF MTF's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
7. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement. (See Attachment \_\_)
8. In addition to other provisions in this agreement, the USAF MTF specifically agrees to:
  - a. Make available the clinical and related facilities needed for training.
  - b. Arrange schedules that will not conflict with other education programs.
  - c. Designate an official to coordinate the trainee's clinical learning experience. Such coordination will involve planning with the (name of affiliating institution)'s faculty or professional staff for the assignment of their trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the USAF MTF.
  - d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty and/or staff supervisors.
  - e. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the (name of affiliating institution)'s education programs.
  - f. Provide emergency medical and dental treatment to trainees while at the USAF MTF for training. The cost of such treatment will be paid by the trainee or (name of affiliating institution).
  - g. Allow faculty/trainees access to the hospital dining facilities at their own expense.
  - h. Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.
  - i. Arrange with the installation commander to allow faculty/trainees access to the base.
9. In addition to other provisions of this agreement, the (name of affiliating institution) specifically agrees to:
  - a. Provide faculty or staff members who will be responsible for instruction and/or supervision of the trainees' clinical learning experiences (if applicable), and coordinate with the designated USAF MTF official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinics, courses and programs conducted under the direction of the USAF MTF.
  - b. Ensure trainees' compliance with all USAF MTF's rules and applicable instructions.
  - c. If applicable add: All trainees who will provide health care to patients under the age of 18 on a regular basis will submit to a state criminal history repository (SCHR) check as indicated by Department of Defense Instruction 1402.5. The necessary contact information to complete the SCHR will be provided by the USAF MTF (DoDI 1402.5, Enclosure 8), and will be completed by the trainee/civilian institution in a timely manner. The trainee and/or (name of affiliating institution) agrees to pay all expenses associated with completion of this background check for each trainee for whom a background check is performed. Until the SCHR is completed, the trainee must be within sight and under the supervision of an individual whose background checks have been completed, with no derogatory reports.
  - d. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

- e. Require all faculty/trainees who operate an automobile on (name of USAF base) to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.
  - f. Prohibit their trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by the USAF MTF and the (name of affiliating institution).
  - g. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by (name of affiliating institution)'s trainees and/or faculty under this agreement. This coverage may come from any source, but shall clearly cover the (name of affiliating institution)'s faculty and trainees for any claim or lawsuit arising out of their participation at the USAF MTF, regardless of when the claim is actually filed. The source of this coverage shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided to their faculty and trainees, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement.
  - h. The (name of affiliating institution) and their trainees and faculty further agree not to seek indemnification from either the United States or US Air Force for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of their trainee's or faculty's professional duties while training at the USAF MTF.
10. The USAF MTF agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. The (name of affiliating institution)'s trainees and faculty shall abide by the USAF MTF HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees and faculty will not further use or disclose information outside of the USAF MTF. It is understood that while receiving clinical training at the USAF MTF pursuant to this agreement, the trainees and faculty of (name of affiliating institution) are considered members of the USAF MTF workforce and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the USAF MTF and (name of affiliating institution) is necessary.
11. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.
12. The terms of this agreement will commence as of the date signed by both parties and approval by HQ USAF/SG1N and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized to Approve Agreement for USAF Medical Treatment Facility

(Address of Affiliating Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized To Approve Agreement for Affiliating Institution

**Attachment 3****SAMPLE TAA – USAF TRAINEES AT NON-FEDERAL INSTITUTION****TRAINING AFFILIATION AGREEMENT****BETWEEN****(USAF MEDICAL TREATMENT FACILITY/AFRC RESERVE MEDICAL UNIT)****AND****(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF Medical Treatment Facility/AFRC Reserve Medical Unit) hereafter referred to as “USAF MTF” and (Name and Address of Affiliating Institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies) [or have agreed to allow a rotation at the (name of affiliating institution) in furtherance of an approved Air Force residency program]. The program curriculum requires special clinical training in preparation for (residency, degree, or certificate awarded).
3. The specific nature of this program is to train (number of AF trainees involved) in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the US Air Force for (category) trainees to use the clinical facilities of (name of affiliating institution) to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future (medical specialty/category) in the US Air Force. It is to the benefit of (name of affiliating institution) to receive and use the trainee’s clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While training under this agreement, the Air Force trainees will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution’s program director), or the Director’s designee, and will be subject to, and be required to abide by, all facility rules and applicable regulations.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. The number and assignment of trainees will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to the beginning of each training period. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force trainee and or bar any trainee when it is determined that further participation would not be in the best interest of the (name of affiliating institution).
5. The (name of affiliating institution) will not use USAF MTF’s name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
6. If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA), and the

Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.

7. In addition to other provisions in this agreement, (name of affiliating institution) specifically agrees to:

- a. Make available the clinical and related facilities needed for training.
- b. Arrange schedules that will not conflict with other education programs.
- c. Designate an official to coordinate and supervise the Air Force trainee's clinical learning experience during the trainee's rotation. Such coordination will involve planning with the (name of affiliating institution)'s faculty or professional staff for the assignment of Air Force trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of (name of affiliating institution). The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the Air Force trainees, and shall have the authority for the day-to-day operations of this rotation at the (name of affiliating institution).]
- d. In the event the (name of affiliating institution) assigns the Air Force trainees to any other facility than that of the (name of affiliating institution) for clinical training, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education and Residency Review Committee guidelines are adhered to while the Air Force trainees participate at that facility. While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for Air Force trainees at that facility.
- e. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force trainees.
- f. Grant Air Force trainees administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
- g. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the USAF MTF's education programs.
- h. Provide emergency medical and dental treatment to Air Force trainees while at the (name of affiliating institution) for training. The reasonable cost of such treatment will be paid by the United States Air Force.
- i. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by the Air Force trainees under this agreement. This coverage may come from any source, but shall clearly cover the Air Force trainees for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit is actually filed. The source of this coverage shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force trainees, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the changed intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement.

j. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force trainee for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees or designees.

8. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:

a. Provide faculty or staff members, based at the USAF MTF, who will coordinate the Air Force trainees' educational activities and assignments.

b. Have the Air Force faculty or staff member coordinate with the designated (name of affiliating institution) official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinics, courses and programs conducted under the direction and control of (name of affiliating institution).

c. Provide and maintain accurate personnel records and reports developed during the course of the Air Force trainees' clinical experience.

d. Ensure Air Force trainees' compliance with all (name of affiliating institution)'s rules and applicable instructions.

e. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

f. Prohibit Air Force trainees from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).

9. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

10. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of \_\_\_\_ shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force trainees remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by Air Force trainees while acting within the scope of their duties pursuant to this agreement.

11. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

12. The (name of affiliating institution) agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. Air Force trainees shall abide by the (name of affiliating institution's) HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees will not further use or disclose information outside of the (name of affiliating

institution). It is understood that trainees are considered members of the (name of affiliating institution)'s workforce while receiving clinical training pursuant to this agreement and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

13. The terms of this agreement will commence as of the date signed by both parties and after approval by HQ USAF/SG1N, and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary in the interests of Air Force mission requirements.

(Address of MTF/AFRC RMU)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized to Approve Agreement for USAF

(Address of Affiliating Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized To Approve Agreement for Affiliating Institution



**Attachment 4****SAMPLE TAA – USAF STAFF AT A NON-FEDERAL INSTITUTION FOR  
PROFICIENCY TRAINING****TRAINING AFFILIATION AGREEMENT  
BETWEEN****(USAF MEDICAL TREATMENT FACILITY/AFRC RESERVE MEDICAL UNIT)****AND****(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF Medical Treatment Facility/AFRC Reserve Medical Unit) hereafter referred to as “USAF MTF” and (name and address of affiliating institution) to allow (name of USAF staff member) to use the facilities of the (name of affiliating institution) for proficiency training in (specialty/category).
2. The (name of affiliating institution) has an established clinical practice in (specialty/category) and is accredited by (accrediting agency/ies). It is in the best interest of the US Air Force for (name of USAF staff member) to use the clinical facilities of (name of affiliating institution) to maintain [his/her] clinical experience in (specialty/category), which is otherwise not attainable within the USAF MTF. Proficiency training in (specialty/category) is invaluable to US Air Force mission requirements.
3. Under the terms of this agreement, (name of USAF staff member) will use the (work areas to be utilized) at the (name of affiliating institution) to train (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is to the benefit of (name of affiliating institution) to receive and use the (name of USAF staff member)’s clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While performing clinical care and training at the (name of affiliating institution), (name of USAF staff member) will be under the control and supervision of (name of affiliating institution), specifically (name of affiliating institution’s Chief of (specialty clinic and/or designated official), who are employees of the (name of affiliating institution). (Name of USAF staff member) will also be subject to, and be required to abide by, all facility rules and applicable regulations.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force staff members and or bar any staff members when it is determined that further participation would not be in the best interest of the (name of affiliating institution).
5. The (name of affiliating institution) will not use USAF MTF’s name in any of their publicity or advertising media regarding this agreement.
6. In addition to other provisions in this agreement, (name of affiliating institution) specifically agrees to:
  - a. Make available the clinical and related facilities needed for training.

- b. Provide reasonable office, storage, dressing and locker room space, and all other administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
  - c. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the USAF MTF's education programs.
  - d. Provide emergency medical and dental treatment to the Air Force staff member while at the (name of affiliating institution) under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.
  - e. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by the Air Force staff member under this agreement. This coverage may come from any source, but shall clearly cover the Air Force staff member for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit is actually filed. The source of this coverage shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force staff member, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement.
  - f. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force staff member for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force staff member's professional duties while acting under the control of the (name of affiliating institution) and its employees or designees.
7. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:
- a. Ensure the Air Force staff member's compliance with all (name of affiliating institution)'s rules and applicable instructions.
  - b. Be responsible for health examinations and such other medical examinations and protective measures necessary for its staff member.
  - c. Prohibit the Air Force staff member from publishing any materials developed as a result of [his/her] clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).
8. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.
9. It is understood that the Air Force staff member shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and (name of affiliating institution). Air Force staff members will not further

use or disclose information outside of (name of affiliating institution). It is understood that the Air Force staff member is considered a member of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement, and does not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

10. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of \_\_\_\_ shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, (name of USAF staff member) remains an employee of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by the Air Force staff member while acting within the scope of duties pursuant to this agreement.

11. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

12. The terms of this agreement will commence as of the date signed by both parties and after approval by HQ USAF/SG1N, and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

(Address of MTF/AFRC RMU)

Date: \_\_\_\_\_ By: \_\_\_\_\_

Signature and Title of Official Authorized to Approve Agreement for USAF  
(Address of Affiliating Institution)

Date: \_\_\_\_\_ By: \_\_\_\_\_

Signature and Title of Official Authorized To Approve Agreement for Affiliating Institution

**Attachment 5****SAMPLE TAA – TWO-WAY EXCHANGES OF TRAINEES BETWEEN USAF MTF AND NON-FEDERAL INSTITUTION TRAINING AFFILIATION AGREEMENT BETWEEN (USAF MEDICAL TREATMENT FACILITY) AND (NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF Medical Treatment Facility) hereafter referred to as “USAF MTF” and (Name and Address of Non-Federal of Affiliating Institution).
2. USAF MTF and the (trustees, administrators, etc.) of the (name of affiliating institution) have established approved professional programs that have been accredited by (accrediting agency/ies). The program curricula require specialized clinical training in preparation for (degree or certificate awarded). It is to the mutual benefit of (name of affiliating institution) and the USAF MTF to affiliate their program curricula and provide the necessary specialized clinical training.
3. The specific nature of this program is to train (type of trainees) in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the US Air Force for (category) trainees to use the clinical facilities of (name of affiliating institution) to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future (medical specialty/category) in the US Air Force. It is also to the benefit of (name of affiliating institution) to receive and use the trainee’s clinical experience and performance. The USAF MTF and the Department of the Air Force will likewise benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution)

**II. Understanding:** The parties acknowledge and agree to the following:

1. While training at (name of affiliating institution), the Air Force trainees will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution).
2. While training at the USAF MTF, the (name of affiliating institution) trainees will be under the supervision of USAF MTF officials for training purposes and will be subject to, and be required to abide by all USAF MTF rules and applicable instructions.
3. If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA), and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.
4. In the event the (name of affiliating institution) assigns the Air Force trainees to any other facility than that of the (name of affiliating institution) for clinical training, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education, Commission on Dental Accreditation, and Residency Review Committee guidelines are adhered to while the Air Force trainees participate at that facility. While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for said Air Force trainees, covering liability for personal injury or property damage resulting from participation by the Air Force trainees at that facility.

5. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement, other than expenses incidental to the supervision of the trainees of the (name of affiliating institution). The use of government -owned property by the trainees of the (name of affiliating institution) is primarily to further their training. Any work benefits that the USAF MTF and Department of the Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.
6. If applicable add: All trainees who will provide health care to patients under the age of 18 on a regular basis will submit to a state criminal history repository (SCHR) check as indicated by Department of Defense Instruction 1402.5. The necessary contact information to complete the SCHR will be provided by the USAF MTF (DoDI 1402.5, Enclosure 8), and will be completed by the trainee/civilian institution in a timely manner. The trainee and/or (name of affiliating institution) agrees to pay all expenses associated with completion of this background check for each trainee for whom a background check is performed. Until the SCHR is completed, the trainee must be within sight and under the supervision of an individual whose background checks have been completed, with no derogatory reports.
7. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
8. The number and assignment of trainees will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to beginning of each training period. The (name of affiliating institution) and USAF MTF each reserve the right to refuse acceptance of any trainee and or bar any trainee from its facility when it is determined that further participation would not be in the best interest of the (name of affiliating institution) or USAF MTF.
9. Neither the USAF MTF nor the (name of affiliating institution) will use each other's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
10. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement (see Attachment \_\_)
11. With respect to implementation of this agreement, the (name of affiliating institution) and the USAF MTF, both of which are hereinafter referred to as "supervising-institution" under this paragraph, specifically agree to:
  - a. Make available its clinical and related facilities needed for training under this agreement.
  - b. Arrange schedules that will not conflict with other education programs and orderly operation of the supervising-institution.
  - c. Designate the necessary number of officials to coordinate and supervise the trainee's clinical learning experience during the trainee's rotation at the supervising-institution's facilities. Such coordination will involve planning with the trainee's own institution's faculty or professional staff for the assignment of the trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of the supervising-institution. The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the trainees, and shall have the authority for the day-to-day operations of this rotation at the supervising-institution's facilities).
  - d. Provide training on its HIPAA policies and procedures to those who will be working in the facility. The trainees shall abide by the supervising-institutions' HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees will not further use or disclose information outside of the supervising institution. It is understood that trainees are considered members of the supervising-

institutions' workforce while receiving clinical training pursuant to this agreement, and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

e. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty.

f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the supervising-institution's education programs.

g. Provide emergency medical and dental treatment to trainees while at the supervising-institution for training. The reasonable cost of such treatment will be assessed in accordance with the rendering institution's applicable rules and regulations, and will be paid for by the trainee or the trainee's respective institution.

h. Arrange the necessary access to the clinical facilities, including necessary parking or base permits, and access to the administrative privileges typically enjoyed by the institution's professional staff.

i. Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).

12. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including expense of defense of any such liability claims or actions, resulting from participation by the trainees under this agreement. For purposes of liability, the trainees from (name of affiliating institution) being trained in Air Force facilities will be considered employees of the United States for purposes of the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2671-2680. And, the USAF trainees will be considered employees of the (name of affiliating institution) for purposes of liability and the (name of affiliating institution) agrees to provide professional liability (malpractice) coverage in amounts that are reasonable and customary for the appropriate specialty, covering liability for personal injury or property damage including expense of defense of any such liability claims or actions resulting from participation by the trainees under this agreement. The (name of affiliating institution)'s liability coverage may come from any source, but shall clearly cover the Air Force and trainees for all claims or lawsuits arising out of their participation under this agreement, regardless of when the claim or lawsuit is filed. The source of this coverage by (name of affiliating institution) shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force trainees, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement.

13. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force trainee for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees.

14. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

15. It is understood that while assigned to (name of affiliating institution) and performing services pursuant to this agreement, the Air Force trainees remain employees of the United States performing duties within the course and scope of their federal employment. Consequently, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the Air Force trainees while acting within the scope of their duties pursuant to this agreement.

16. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

17. The terms of this agreement will commence as of the date signed by both parties and after approval by HQ USAF/SG1N, and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized to Approve Agreement for USAF Medical Treatment Facility

(Address of Affiliating Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized To Approve Agreement for Affiliating Institution

**Attachment 6****SAMPLE TAA – USAF FACULTY AT A NON-FEDERAL INSTITUTION****TRAINING AFFILIATION AGREEMENT****BETWEEN****(USAF MEDICAL TREATMENT FACILITY/AFRC RESERVE MEDICAL UNIT)****AND****(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF Medical Treatment Facility/AFRC Reserve Medical Unit) hereafter referred to as “USAF MTF” and (Name and Address of Non-Federal of Affiliating Institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution)) have established an approved professional program that has been accredited by (accrediting agency/ies), [or have agreed to allow a rotation at the (name of affiliating institution) in furtherance of an approved Air Force residency program]. The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).
3. Under the terms of this agreement, USAF MTF faculty or staff members will use the facilities of the (name of affiliating institution) to train Air Force (category) trainees in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the Air Force for its faculty or staff members to use the clinical facilities of (name of affiliating institution) in furtherance of an approved Air Force residency program for the clinical experience of Air Force (category) trainees in (state specialty). This clinical experience is invaluable to the educational preparation of future (medical specialty/category) in the Air Force. It is to the benefit of (name of affiliating institution) to receive and use the faculty or staff members’ and trainees’ clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While at (name of affiliating institution), the Air Force faculty or staff members will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution). While at the (name of affiliating institution), the Air Force faculty or staff members will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution’s program director), or the Director’s designee, and will be subject to, and be required to abide by, all facility rules and applicable regulations.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. The number and assignment of Air Force faculty or staff members will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to beginning of each training period. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force faculty or staff members and/or bar any faculty or staff members when it is determined that further participation would not be in the best interest of the (name of affiliating institution).



5. The (name of affiliating institution) will not use USAF MTF's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
6. If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA), and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.
7. In the event the (name of affiliating institution) assigns the Air Force faculty or staff members to any other facility than that of the (name of affiliating institution) in furtherance of the clinical program contemplated under the terms of this agreement, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education and Residency Review Committee guidelines are adhered to while the Air Force trainees and faculty or staff members participate at that facility; While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for said Air Force faculty or staff members at that facility.
8. In addition to other provisions in this agreement, (name of affiliating institution) specifically agrees to:
  - a. Make available the clinical and related facilities needed for training.
  - b. Arrange schedules that will not conflict with other education programs.
  - c. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force faculty or staff members.
  - d. Grant Air Force faculty or staff members administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
  - e. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the USAF MTF's education programs.
  - f. Provide emergency medical and dental treatment to Air Force faculty or staff members while at the (name of affiliating institution) under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.
  - g. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by the Air Force faculty or staff members under this agreement. This coverage may come from any source, but shall clearly cover the Air Force faculty and trainees for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit is actually filed. The source of this coverage shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force faculty, then (name of affiliating institution) will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement.

h. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force faculty or staff members for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees or designees.

9. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:

a. Provide faculty or staff members who will coordinate the Air Force trainees' educational activities and assignments while at the (name of affiliating institution), including their attendance at selected conferences, clinics, courses and programs conducted under the direction of (name of affiliating institution).

b. Insure Air Force faculty's and/or staff members' compliance with all (name of affiliating institution)'s rules and applicable instructions.

c. Be responsible for health examinations and such other medical examinations and protective measures necessary for its faculty or staff members.

d. Prohibit Air Force faculty or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).

10. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

11. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of \_\_\_\_ shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force faculty or staff members remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by Air Force faculty or staff members while acting within the scope of their duties pursuant to this agreement.

12. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

13. It is understood that Air Force faculty or staff members shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and (name of affiliating institution). Air Force faculty or staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that Air Force faculty or staff members are considered members of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

14. The terms of this agreement will commence as of the date signed by both parties and after approval by HQ USAF/SG1N, and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary, in the interests of Air Force mission requirements.

(Address of MTF/AFRC RMU)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized to

Approve Agreement for USAF

(Address of Affiliating Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title of Official Authorized To Approve Agreement for Affiliating Institution

**Attachment 7****SAMPLE TRAINEE AGREEMENT ADDENDUM**

(Applies to civilian trainees participating in training at an MTF): I am a trainee bound by this Training Affiliation Agreement between (AF Medical Institution and corresponding facility). In consideration of being allowed to participate in this agreement I note that I am aware of the rules concerning automobile liability insurance, and, if I drive my private automobile on base, I will register it with base authorities and maintain the required liability insurance. I specifically agree and understand that I will receive no monetary compensation whatsoever from the United States for this training.

(Applies only to USAF trainees participating in a civilian training program during their off-duty time at a USAF MTF): I and my preceptor understand that my training hours must be completed in off-duty status. Training will not interfere with completion of military duties.

While training, I will be acting only in my capacity as a civilian student, not as an active duty military member. Any privileges such as access to facility information systems that would not be made available to non-military students may not be accessed when I am in student status. In order to clearly identify myself as a student during clinical rotations, my preceptor and I agree that I will wear appropriate professional civilian attire and my school-approved name tag. I and my preceptor understand that during my student role, I may not train in any unit to which I am assigned as an active duty member. I also understand that by allowing an active duty military member to complete training in this facility, the Air Force is not making any representation that the trainee will be allowed to practice in an advanced practice role after completion of the training.

(Trainee Signature)

(Date)

**Attachment 8**

**SAMPLE COMMANDERS ENDORSEMENT MEMORANDUM**

MEMORANDUM FOR HQ USAF/SG1N

7700 Arlington Blvd, Suite 5157  
Falls Church, VA 22042-5157

FROM: 111 MDG/CC

111 W. Somewhere Street  
Wherever AFB TX 12345-6789

SUBJECT: Request Approval of Training Affiliation Agreement(TAA) between (USAF MTF/AFRC RMU) and (name of Affiliating Institution)

1. The attached TAA between (USAF MTF/AFRC RMU) and (name and address of affiliating institution) is forwarded for your review and approval.
2. This TAA will enable (USAF MTF/AFRC RMU) to use the clinical facilities of (name of affiliating institution) to provide clinical experience for the educational preparation of future (specialty/category) in the US Air Force.
3. Our Medical Law consultant (or AFRC JA) has reviewed this TAA and found the agreement to be legally sufficient and in compliance with AFI 41-108, Training Affiliation Agreement Program.
4. I endorse the proposed TAA.
5. The required documents for approval are attached. For questions my POC is \_\_\_\_\_, DSN \_\_\_\_\_ or (email address).

Commander Name, Col, USAF,MC  
Commander

Attachments

1. Training Affiliation Agreement
2. Justification for Training
3. Proof of Insurance
4. MLC Review Letter

**Attachment 9****SAMPLE SG1N NOTIFICATION MEMO**

MEMORANDUM FOR HQ USAF/SG1N

7700 Arlington Blvd, Suite 5157  
Falls Church, VA 22042-5157

FROM: 111 MDG/CC

111 W. Somewhere Street  
Lackland AFB TX 12345-6789

SUBJECT: TRAINING BETWEEN USAF MTFs and/or AFRC RMUs (or TRAINING BETWEEN USAF MTF/AFRC RMU AND OTHER FEDERAL INSTITUTION)

1. A training agreement was entered into by the following MTFs/AFRC RMUs (include POC info):
  - a. MTF (or Federal Institution) sending trainees, POC name, office symbol, contact info
  - b. MTF (or Federal Institution) receiving trainees, POC name, Office symbol, contact info
2. The training type is: (Proficiency or Residency/Certificate)
3. The purpose/nature of this training is:
4. The training involves the following Corps: (MC, DC, NC, BSC, MSC, Enlisted)
5. Date of final signature:

Commander Name, Col, USAF, MC  
Commander

Attachments:

1. Signed Memorandum of Understanding